

PROGRAMMING SERVICES AGREEMENT

THIS PROGRAMMING SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2010 by and between **THE VILLAGES OPERATING COMPANY**, a Florida corporation whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 d/b/a **THE VILLAGES TECHNOLOGY SOLUTIONS GROUP** ("TSG") and **SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida whose address is 910 N. Main St., Bushnell, Florida 33513 ("Sumter").

RECITALS

- A. Sumter is in need of certain programming services for its computer systems and networks ("Programming Services").
- B. TSG is in the business of providing Programming Services for computer systems and networks.
- C. At this time, TSG and Sumter wish to set forth their agreement concerning TSG providing Sumter with Programming Services.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

1. Description of Services: TSG shall provide from time to time the services described in the attached ***Exhibit "A"***. For emergencies, TSG shall initiate work upon written or verbal instruction. For non-emergency projects, Sumter shall request work to be performed under this Agreement on a written work order. Such order shall define the scope of work requested and provide time frames for completion of the requested work. Upon signature of the work order by TSG, such work order shall define the scope of work and the time frames within which the work will be completed. In the event the provisions of the work order and this Agreement are contrary, the provisions of the work order shall control.
2. Term: The term of this Agreement shall be three (3) years from the effective date.
3. Fee Structure: Sumter shall pay the fees set forth in the attached ***Exhibit "B"***. All services requiring work away from TSG's usual place of business shall be billed from the time of departure from TSG's usual place of business to the time of return to TSG's usual place of business. TSG shall bill Sumter on a bi-weekly basis for all services included in that billing cycle. Sumter shall pay all invoices within thirty (30) days of the billing date. Late payments shall be subject to a late fee of five percent (5%).
4. Ownership of Work Product: Sumter shall be the owner of all codes and programs created by TSG specifically for Sumter and placed on the computer systems of Sumter.

5. Third Party Software Licensing: TSG may from time to time install software or hardware on Sumter's system that requires licensing arrangements with a third party. Sumter shall be responsible for acquiring and maintaining the necessary licenses for any third party software or hardware placed on Sumter's computer systems.

6. Access to System: Sumter agrees to provide TSG with the necessary access to the computer system as required for TSG to perform those services contracted for herein. Sumter shall provide necessary access for TSG to provide its Programming Services remotely.

7. Confidential Information: TSG acknowledges that it may have access to certain confidential information when performing the services contracted for herein and agrees to take necessary acts to ensure that TSG does not make public any information that is identified in writing by Sumter to TSG as confidential and further agrees not to use or disseminate such confidential information except as is necessary to perform its Programming Services contracted for herein or as required by law.

8. Employees: Sumter agrees not to hire employees of TSG for the term of this Agreement and for one year beyond the date this Agreement terminates.

9. Insurance: TSG agrees to keep in place insurance, and produce verification of insurance upon request, with limits not below the following amounts: One Million and 00/100 Dollars (\$1,000,000.00) general liability; Two Million and 00/100 Dollars (\$2,000,000.00) aggregate liability; Two Million and 00/100 Dollars (\$2,000,000.00) professional liability or errors and omissions (E & O); One Million and 00/100 Dollars (\$1,000,000.00) business automobile liability (if applicable); One Hundred Thousand and 00/100 Dollars (\$100,000.00) worker's compensation each accident and each disease; and, Five Hundred Thousand and 00/100 Dollars (\$500,000.00) worker's compensation policy limit. Certificates of insurance naming the Sumter County Board of Commissioners as an additional insured shall be provided for each insurance policy. All insurance carriers must have a financing rate of A- or higher by A.M. Best.

10. Damages: Sumter agrees that damages for any action brought against TSG pursuant to this Agreement shall not exceed the amount of insurance TSG has in place at the time of the event causing such action. In no event shall TSG be liable for special, indirect or consequential damages resulting from work performed under this Agreement.

11. Hold Harmless: TSG agrees to hold Sumter harmless for any damage done to TSG's computer systems while performing work on Sumter's computer system.

12. Force Majeure: Each party shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented or delayed, retarded or hindered by act of God, fire, earthquake, flood, explosion, action of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, requisition, laws, orders of government or civil or military or naval

authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of the party prevented, retarded or hindered thereby, including reasonable delays for adjustments of insurance.

13. Merger. This Agreement contains the entire understanding among the parties and supersedes any prior understandings and agreements between them within the respecting subject matter. There are no representations, agreements, arrangements, or understandings, verbal or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

14. Construction, Jurisdiction, and Venue. This Agreement shall be construed according to the laws of the State of Florida. Jurisdiction and Venue for any action hereunder shall lie within the Fifth Judicial Circuit, in and for Sumter County, Florida.

15. Miscellaneous: TSG and Sumter acknowledge that the parties and their counsel have reviewed and revised this Agreement, and that the normal rule of construction (ambiguities are to be resolved against the drafting party) shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

THE VILLAGES OPERATING COMPANY,
a Florida corporation d/b/a The Villages
Technology Solutions Group

By: _____
Name: _____
Title: _____

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA**

ATTEST:

_____, Clerk

By: _____
Name: _____
Title: _____

Approved as to Form
and Legal Sufficiency

County Attorney

AGREEMENT FOR PROGRAMMING SERVICES EXHIBIT "A"

SCOPE OF SERVICES

The Sumter County Board of County Commissioners (Sumter) desires to engage The Villages Operating Company d/b/a The Villages Technology Solutions Group (TSG) to aid in delivering various types of "Programming Services" to its organization. This may include assistance with, but is not limited to, any existing programming languages and environments, as well as languages and environments that may not presently exist in the Sumter technology infrastructure. Each "request for assistance" will be identified on a unique Work Order, and all processes, time, and billing will be tracked back to each Work Order.

INITIATION OF REQUEST AND WORK ORDER

Sumter will submit its request for assistance to TSG in any one of these acceptable forms: telephone communication, email, or fax. TSG will take the information provided in the request and create a unique Work Order specifically for this request.

When possible, TSG will estimate the amount of time required to complete the tasks identified on the Work Order. When there is not enough information available to estimate the amount of time that might be required, TSG, in conjunction with Sumter, will establish an agreed upon amount of time to invest in the Work Order before both parties reconvene to determine status.

Prior to commencement of any work, both parties will approve the Work Order by signing or by indicating approval via email communications.

BILLING FOR SERVICES

Billing for all work being performed for a Work Order will be done at either the accepted completion of the Work Order, agreed upon by both parties, or on a bi-weekly basis for work completed within a billing cycle. All invoices will identify the work performed as well as the Work Order they were performed against.

DELIVERABLE PRODUCTS

All results of any programming work performed, based upon applicable Work Order, shall remain the sole property of Sumter. This includes (where applicable) software source code, machine readable object code, work documents, notes, and documentation.

Rate Structure
Exhibit "B"

Description/Function	Hourly Rate
Technical Training	\$70
Technical Support	\$80
Systems Administration	\$85
Programming	\$95
Network Engineering	\$115
Project Management	\$120